

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.03-112
SEASONAL REQUIREMENTS FOR
TURF MOWING AND MAINTENANCE
FOR LINCOLN WATER SYSTEM

DATE: December 27, 2004

CONTRACT PERIOD: April 15,2005 thru October 24,2005

CONTRACTOR: Big Red Lawn Care
11101 N.W. 126th Street
Malcolm, NE 68402

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Randy Tonkinson
Telephone No.: 402-610-1803
FAX No.:
E-Mail Address:bigredlawncare@msn

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER ATTACHED SERVICE AGREEMENT & RENEWAL

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/sharpurch/awardnotification/con03112

E.O. #72030
Dated: 12/16/04

SERVICE AGREEMENT

MOWING AND TURF MAINTENANCE FOR LINCOLN WATER

THIS AGREEMENT, made this 18th day of April, 2003, by and between Big Red Lawn Care, 11101 NW 126th St., Malcolm, NE 68402, hereinafter referred to as Contractor, and the **CITY OF LINCOLN, NEBRASKA** body corporate and politic, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over all City streets and median areas, and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish mowing of median boulevard turf areas in a timely manner, it is then necessary to acquire additional resources for the purposes of mowing such turf.

WHEREAS, it is the purpose of this Agreement to provide for the Contractor to perform such turf mowing service for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform turf mowing services as herein set forth during the 2003 mowing season between April of 2003, and October 24, 2003.
 2. The Agreement may, by mutual consent, be renewed for three (3) additional one (1) year terms at the prices indicated in Paragraph #3.
 3. Turf mowing and chemical/fertilizer application services shall be performed at the following rates per mowing for the term of this Agreement:
 - 3.a Mowing:

| | | |
|-----------------|-----------------------------|---------------------------------|
| North East Loc. | 2003 : \$ _____ per mowing. | Perimeter Cut \$75.00 |
| | 2004*: \$ _____ per mowing. | Field Mowing \$160.00 |
| | 2005*: \$ _____ per mowing. | |
| | 2006*: \$ _____ per mowing. | |
| 7800 Vine Loc. | 2003 : \$ _____ per mowing. | Perimeter Cut \$80.00 |
| | 2004*: \$ _____ per mowing. | |
| | 2005*: \$ _____ per mowing. | 5 acre top of reservoir \$80.00 |
| | 2006*: \$ _____ per mowing. | |
 - 3.c Chem Application:

| | | |
|--------|--------------------|-----------|
| 2001 : | \$ <u>2,500.00</u> | per year. |
| 2002*: | \$ <u>2,500.00</u> | per year. |
| 2003*: | \$ <u>2,500.00</u> | per year. |
| 2004*: | \$ <u>2,500.00</u> | per year. |
- * Subject to renewal by mutual consent.
4. Turf areas requiring mowing include a collective area of approximately 21 acres consisting of two (2) sites. Areas to be mowed under the provisions of this Agreement include the following list. Refer to area map attached to this agreement.
 - 4.a North East Station
 - 4.b 7800 Vine Street:
 5. Work shall involve at least 26 weekly mowings during the term of this Agreement.
 - 5.a All work shall be coordinated with Dennis Haakison or his/her designated representative.

5.c All obstacles, plantings and curbs shall be string trimmed within one (1) day after the mowing is performed. String trimmed areas shall not exceed the mowing height.

5.d Mowing height guidelines are as follows:

5.d.1 Spring and Fall: 2-1/2 inches.

5.d.2 Summer: 3 1/2 inches.

5.e Grass clippings shall not be left in wind rows. Grass clippings shall not be blown into streets or onto streets or curbs. Grass clippings shall be dispersed, or removed and properly disposed of. Cost of removal and disposal shall be included in the mowing price.

5.f The Contractor shall protect all existing plant material on-site and will be held liable for replacement of any or all damaged landscape resulting from damage during contract maintenance.

5.g The contractor shall protect all existing water boxes/hookups on-site and will be held liable for repair or replacement of any or all resulting from damage during contract maintenance.

6. Chemical fertilizer Application

6.a The Chemical/fertilizer application shall consist of five (5) step standard applications consisting of:

Step 1: Fertilize with pre-emergent in early Spring

Step 2: Liquid spray for broadleaf control

Step 3: Slow release granular fertilizer

Step 4: Grub control

Step 5: Granular Winterizing fertilizer

6.b The sites to be treated are different in size and turn types.

6.c Sensitive areas that may be of concern are adjoining neighbors and below ground water storage facilities

6.d The sites are as follows:

Site 1: 1501 Memorial Drive

Site 2: 5125 Cornhusker

Site 3: 7800 Vine Street

Site 4: 8211 South Street

Site 5: 4605 North 14th

Site 6: 9811 East HWY 6

Site 7: 2021 North 27th

7. Equipment for the performance of this Agreement shall be furnished by the Contractor.

7.a The following is a listing of Contractor's equipment to be utilized:

7.a.1 Mowers: (8) 60" exmark mowers (1) 72" cushman (1) 52" exmark

7.a.2 Trimmers: (16) shindawr (2) 21" JD mowers

7.a.3 Transport Equipment: (1 Each) 2001 & 2002 GMC trucks with trailers

8. Contractor and/or their employees shall have a commercial pesticide application licence, be fully trained in commercial turf mowing, and in the safe operation of Contractor's mowing and transport equipment.

9. Contractor shall submit to the Dennis Haakinson or his duly recognized representative monthly invoices by Site itemized for each mowing and/or fertilizer/chemical application

11. Contractor shall provide general liability insurance in the amounts of \$1,000,000 combined single limit for property damage and personal injury.
- 11.1 Contractor shall name the City as "**ADDITIONAL INSURED**" as pertains to the performance of mowing services for the term of the Agreement.
- 11.2 The insurance policy shall insure the City from any and all demands, claims, causes of action at law or in equity resulting from the performance of this Agreement.
- 11.3 The Contractor shall provide Worker's Compensation Insurance for any employees of Contractor who perform any work under this Agreement.
- 11.4 Contractor shall provide the City with certification of such insurance subject to the approval by the City Attorney.
12. MSDS sheets, documentation of all necessary licenses, permits and insurance certificates must be provided (faxed) to the water office at 441-8493 and approved prior to application of chemicals or mowing.
13. The Contractor shall fill out and submit to our office a weekly check off list to be completed after each weekly maintenance of the Mowing Contract. (See attached weekly check off menu)
14. The scope of these specifications is to describe performance levels for landscape turf mowing and for maintaining the areas free of litter and weeds. At no time may litter be mowed over. All litter shall be picked up prior to mowing.
15. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Contractor shall comply with the provision of Chapter 11.08 of the Lincoln Municipal Code.
16. This Agreement may be cancelled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.

Dated this 28th day of April, 2003.

ATTEST

Teresa J. M...
City Clerk



City of Lincoln, Nebraska

Don Weale
Mayor

CONTRACTOR:

Big Red Lawn Care
Company Name

11101 NW 126th Street
Street Address/P.O. Box

Malcolm, NE 68402
City State Zip

Randy Tonkinson
By: Authorized Signature

Randy Tonkinson Owner
Print Name Title